

**CONTRACT**

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**NEW MILFORD BOARD OF EDUCATION**

and

**NEW MILFORD CUSTODIAL ASSOCIATION**

**JULY 1, 2008 through JUNE 30, 2011**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>Page</u>
I.	RECOGNITION .....	1
II.	NEGOTIATIONS PROCEDURE .....	2
III.	GRIEVANCE PROCEDURE.....	3
IV.	MANAGEMENT PREROGATIVES.....	9
V.	WORK SCHEDULE.....	10
VI.	SALARY GUIDE PROVISIONS .....	12
VII.	HEALTH INSURANCE PROVISIONS .....	15
VIII.	SICK LEAVE.....	18
IX.	TEMPORARY LEAVE OF ABSENCE .....	20
X.	EXTENDED LEAVE OF ABSENCE .....	24
XI.	VACATION POLICY .....	27
XII.	MISCELLANEOUS PROVISIONS .....	30
XIII.	FULLY BARGAINED PROVISIONS.....	32
XIV.	SEPARABILITY AND SAVINGS .....	33
XV.	DURATION OF AGREEMENT .....	34
	SCHEDULE A.1 - SALARY GUIDE 2008-2009 .....	35
	SCHEDULE A.2 - SALARY GUIDE 2009-2010 .....	36
	SCHEDULE A.3 - SALARY GUIDE 2010-2011 .....	37

## ARTICLE I - RECOGNITION

The New Milford Board of Education recognizes the New Milford Custodial Association, hereinafter referred to as the "Association", as the exclusive representative for collective negotiations concerning the terms and conditions of employment during the term of this agreement for the Custodial-Maintenance personnel employed by the Board of Education, hereinafter referred to as the "Board".

## ARTICLE II - NEGOTIATIONS PROCEDURE

- A. The Board and the Association agree to enter into collective negotiations for the purpose of concluding an Agreement in accordance with Chapter 123, Public Laws 1974, on matters concerning the terms and conditions of employment. The Association shall submit its proposals to the Board no later than December 1 of the calendar year preceding the calendar year in which this Agreement expires. The Board shall submit its proposals to the Association no later than January 15 of the calendar year in which the Agreement expires. Any final Agreement so negotiated shall apply to all members of the appropriate unit, as set forth in Article I, be reduced to writing, and signed by the Board and the Association.
- B. The parties and their representatives shall be clothed with all necessary power and authority to conduct negotiations so as to effect a final agreement as established in paragraph A of this ARTICLE.
- C. It is understood that both the Board and the Association must approve the final agreement between the parties before that agreement becomes final and binding upon the respective parties.
- D. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE III - GRIEVANCE PROCEDURE

### A. DEFINITION

A grievance shall mean that employees or a representative of employees may appeal the interpretation, application, or alleged violation of this Agreement, and administrative decisions affecting them. A grievance to be considered under this procedure must be initiated in writing, within fifteen (15) school

### ARTICLE III - GRIEVANCE PROCEDURE (continued)

days from the time when employees knew or should have known of its occurrence.

#### B. PROCEDURE

The Grievance Procedure shall consist of five (5) Levels.

##### 1. Level One

The employee with a grievance shall first discuss it with his immediate supervisor, with the objective of solving the matter informally.

##### 2. Level Two

If, within seven (7) school days thereafter, a problem remains unresolved, the grievant shall set forth his/her grievance in writing to his/her immediate supervisor stating:

- a. The date of the occurrence that caused the grievance.
- b. The nature of the grievance and specific request for relief.

The supervisor shall communicate his/her decision to the grievant in writing, with copies to the Association, within seven (7) school days of the receipt of the written complaint.

##### 3. Level Three

The grievant may appeal the immediate supervisor's decision to the Business Administrator. The appeal to the Business Administrator must be made in writing and must set forth the grounds upon which the grievance is based. It should also contain copies of all material relating to the previous actions taken on it. The Business Administrator, in consultation with the Superintendent of Schools, shall attempt to

### ARTICLE III - GRIEVANCE PROCEDURE (continued)

resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Business Administrator shall communicate his decision in writing to the grievant with a copy to the Association.

#### 4. Level Four

If the grievance is not resolved to the grievant's satisfaction, he/she may within fifteen (15) school days request a review by the Board. The request shall be submitted in writing through the Business Administrator who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance, hold a hearing with the grievant, and render a decision in writing to the grievant, with copies to the Association within fifteen (15) school days.

#### 5. Level Five

If the grievant is not satisfied with the disposition of his/her grievance at Level Four within five (5) days of the response in Level Four, the following procedure shall be used to secure the services of an arbitrator:

- a. A joint request shall be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question not later than ten (10) school days after the decision by the Board.
- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public

ARTICLE III - GRIEVANCE PROCEDURE (continued)

Employment Relations Commission to submit a second roster of names not later than ten (10) days from the receipt of the first list.

- c. If the parties are unable to determine a mutually satisfactory arbitrator from the second list submitted, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.
- d. In deciding grievances, the arbitrator shall be without power or authority to make any decisions contrary to, or inconsistent with, or modifying or varying in any way, to the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.
- e. The arbitrator shall confer with the representatives of the Board and of the Association and shall proceed with a hearing and submit a written report within thirty (30) days of the close of the record setting forth his findings of fact, reasoning and conclusions on the issue submitted.
- f. The costs of the services for the arbitrator, including per diem expenses and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- g. If time is lost by the grievant due to arbitration proceedings necessitating the retention of a substitute, the Board of Education

### ARTICLE III - GRIEVANCE PROCEDURE (continued)

will pay only the cost of the substitute and the time lost by the grievant must either be without pay or charged to personal time if the grievance is denied. If the grievance is sustained, the grievant shall not suffer loss in pay. If the arbitrator subpoenas an employee to attend the arbitration proceedings as a witness, this employee shall not suffer loss in pay. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step, within the same time limit prescribed for a decision, shall be deemed to be acceptance of the decision rendered at that step.

- C. In all matters relating to the handling of grievances, employees shall be assured freedom from reprisal, restraint, interference, coercion, and discrimination during and after the presentation of the matter. During the time that the grievance is being reviewed by the appropriate parties, it is understood that the employees, including the grievant, will continue to follow the established administrative rules and regulations, and Board Policies regarding the subject matter of the grievance, until such grievance is properly determined.
- D. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted

ARTICLE III - GRIEVANCE PROCEDURE (continued)

without intervention of the Association, providing the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment.

- E. Any employee may be represented at all stages of the grievance procedure by him or herself, a person of his choosing, or by the Association's representative. When an employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure and may state its view.
- F. In the case of a grievance affecting a group or class of employees, the person or persons involved may submit such a grievance to their immediate supervisor and follow the procedures starting with Level One. The Association may process such a class or group grievance through all subsequent levels of the Grievance Procedure.
- G. Meetings and hearings under this procedure shall not be conducted in public unless a public meeting is requested by the grievant.
- H. It is the responsibility of personnel covered in Article I to carry out administrative directions and regulations required by Board Policy subject to the understanding that the Grievance Procedure shall be available under the terms specified in Article III, if it is felt any such regulation is in conflict with the express terms of this Agreement.

#### ARTICLE IV - MANAGEMENT PREROGATIVES

- A. The Board, on its own behalf and on behalf of the Electors of the District, hereby retains and reserves unto itself, the rights, duties, and responsibilities conferred upon and vested in it by the law and the Constitution of the State of New Jersey, including the right to exercise the executive management and administrative control of the school system and its property and facilities.
- B. As listed in Title 18A:11-1 New Jersey Statutes Annotated 1968, the Board shall:
  1. Make, amend, and repeal rules, not inconsistent with this title, or with the rules of the State Board, for its own government and the transaction of its business and for the government and management of the public schools and public school property of the district and for the employment, regulation of the conduct and discharge of its employees, subject where applicable, to the provisions of Title 11, Civil Service, of the Revised Statutes; and
  2. Perform all acts and do all things, consistent with law and the rules of the State Board, necessary for the lawful and proper conduct, equipment and maintenance of the public schools of the district.

## ARTICLE V - WORK SCHEDULE

- A. All employees covered by the agreement shall work on an eight (8) hour shift which does not include lunch or dinner time. Each member shall receive a  $\frac{1}{2}$  hour of uninterrupted time for lunch or dinner whenever possible.
- B. The hours of work for all employees covered by this agreement shall be determined and established annually by the Business Administrator in consultation with the Supervisor of Buildings and Grounds.
- C. All employees will be off sixteen (16) days per year based on calendar set annually by the Board upon consultation with the Association.
- D. In the event it is necessary for any employee to work in excess of forty (40) hours in any one week, overtime shall be paid at the rate of time and one-half or the employee may request compensatory time off. Employees will be allowed to carry compensatory time for one year after the year it is earned. Any request to carry over for longer periods of time must be approved by the Board. Overtime shall be assigned on a continual rotating seniority basis, monitored by the Supervisor of Buildings and Grounds. Overtime assignments shall be voluntary except in the event of an emergency. Any custodial/maintenance employee reporting to work for any reason beyond the regular schedule shall receive a minimum of two (2) hours overtime regardless of the time worked.
- E. Employees who are placed in a temporary employment category that is higher than their normal employment category shall receive the appropriate salary of the higher level after working one (1) full day in the higher category.
- F. Individual personnel may be rescheduled by the Business Administrator and/or the Supervisor of Buildings and Grounds in order to suit the need of

ARTICLE V - WORK SCHEDULE (continued)

the school system. This will include night shift personnel for snow removal and/or other emergency situations.

- G. All association members who are covered by this contract are required to report to work on a snow day and shall receive pay at the rate of time and one-half in lieu of a regular daily rate. This shall not apply to regular school hours worked when a delayed opening is scheduled.
- H. All association members called into work on a holiday will be paid at the rate of double time in lieu of the regular daily rate.

## ARTICLE VI - SALARY GUIDE PROVISIONS

- A. The Salary Guides for all employees covered by this agreement are set forth in SCHEDULE A.1, A.2 and A.3 attached hereto and made part hereof.
- B. All new employees will be employed at the base pay not to exceed the base salary adopted by the Board of Education in the approved budget for the school calendar year, plus full credit, as full steps of the salary guide, for each year of recognized experience as evaluated and determined by the Business Administrator.
- C. All personnel employed on or before January 31 of any year shall be eligible for a full increment. All personnel employed February 1 or after shall not be eligible for an increment unless granted the increment by the Board.
- D. All advancement on the Salary Guide shall be made at full steps so that all full-time personnel will be on a specific step and not between steps.
- E. Longevity

Longevity shall be defined as actual years of service in New Milford.

- 1. Longevity payments are in addition to regular increments. These payments will be prorated for any employees working less than eight (8) hours per day.
- 2. Longevity will apply only to employees hired prior to February 2, 1997. These employees are entitled move to the next level of longevity. After this move, longevity will be frozen.
- 3. Longevity is eliminated for all employees hired after February 1, 1997.
- 4. Longevity Schedule

All twelve (12) month employees shall receive longevity payments in accordance with the following schedule:

ARTICLE VI - SALARY GUIDE PROVISIONS (continued)

- In the thirteenth & fourteenth (13th & 14th) year, add nine hundred (\$900) dollars.
- In the fifteenth through and including the nineteenth (15th-19th) year, add eighteen hundred (\$1,800) dollars.
- In the twentieth through and including the twenty-fourth (20th-24th) year, add twenty-seven hundred (\$2,700) dollars.
- In the twenty-fifth through and including the twenty-ninth (25th-29th) year, add thirty-six hundred (\$3,600) dollars.
- In the thirtieth (30th) year and every year thereafter, add five (\$5,000) thousand dollars.

All ten (10) month employees shall receive longevity payments in accordance with the following schedule:

- In the thirteenth through and including the fifteenth (13th-15th) year, add seven hundred fifty (\$750) dollars.
- In the sixteenth through and including the nineteenth (16th-19th) year, add fifteen hundred (\$1,500) dollars.
- In the twentieth through and including the twenty-fourth (20th-24th) year, add twenty-two hundred fifty (\$2,250) dollars.
- In the twenty-fifth through and including the twenty-ninth (25th-29th) year, add three thousand (\$3,000) dollars.
- In the thirtieth (30th) year and every year thereafter, add three thousand seven hundred fifty (\$3,750) dollars.

F. Annual increments, salary adjustments, or both, may be withheld if the work of the individual is below acceptance standards as determined by the Business Administrator in consultation with the Supervisor of Buildings and Grounds. Any disputes with the determination of the Business Administrator will be handled by the employee in accordance with Article III of this contract.

G. Employees will be hired on a sixty (60) day trial basis.

ARTICLE VI - SALARY GUIDE PROVISIONS (continued)

H. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last previous working day.

## ARTICLE VII - HEALTH INSURANCE PROVISIONS

A. The Board shall provide health care insurance protection designated below, paying the full premium for each employee's coverage and appropriate coverage for dependents. Effective July 1, 2009, the health care insurance plan shall be the School Employees Health Benefits Program. Provisions of the existing School Employee Health Benefits Program shall be detailed in the master policies and contracts agreed upon by the Board and the Association, and shall include:

1. Hospital room and board and miscellaneous costs
2. Out-patient benefits
3. Laboratory fees, diagnostic expenses and therapy treatments
4. Maternity costs
5. Surgical costs
6. Major Medical coverage
7. Prescription Drugs

B. The Board will provide individual and dependent coverage in the following Health Care Insurance Plans for employees hired prior to July 1, 1994. The Board will provide individual coverage only for employees hired after July 1, 1994. The employee may choose to enroll his dependents in these plans at a cost to be established by the Board, but paid for by the employee. The Board will provide and pay for the employee's dependent coverage upon the commencement of the employee's fourth (4th) full year of service.

1. Dental Plan – Employees shall contribute five (5%) percent of the annual premium.

ARTICLE VII - HEALTH INSURANCE PROVISIONS (continued)

2. Vision Care Plan.
3. The Board reserves the right to change any of the plans noted in Section B or to change insurance carriers provided substantially similar benefits in the aggregate in each plan are provided.
  - a. The Association will be notified not less than thirty (30) days in advance of any proposed change of plan or carrier.
  - b. The Association will be provided information regarding the new plan and/or carrier.
  - c. In the event that the Association does not agree that the new plan and/or carrier provides in the aggregate for substantially similar coverage, the Association may, within twenty (20) school days, file a grievance at Level Five for an expedited arbitration.
  - d. The Board agrees that there will be no change in plan and/or carrier pending the issuance of an arbitration decision.
- C. For each employee who remains in the employ of the Board for the full school year and will be reemployed for the following school year, the Board shall make payment of health insurance premiums to provide coverage for the full twelve (12) month period commencing September 1 and ending August 31, provided the carrier's contract provisions are met.
- D. If there is an interruption of employment of a member, the Business Administrator is responsible to notify that person of their right to COBRA Benefits.

ARTICLE VII - HEALTH INSURANCE PROVISIONS (continued)

- E. The Board shall supply to each employee a description of the health care insurance coverage, as provided by the carrier, no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage as listed.
- F. To be eligible for health insurance coverage under the provisions of this Article, an employee must be regularly employed no less than twenty (20) hours per week.

## ARTICLE VIII - SICK LEAVE

- A. All twelve (12) month employees employed by the Board shall be entitled to twelve (12) sick leave days each school year pursuant to N.J.S.A. 18A:30-2. All ten (10) month employees employed by the Board shall be entitled to ten (10) sick leave days each school year pursuant to N.J.S.A. 18A:30-2. When an employee works less than a full contractual year, the number of sick days will be prorated accordingly. Unused sick leave days shall be accumulated from year to year, with no maximum limit. For accumulation purposes, the Board will consider that employees earn one (1) sick day for each month worked.
- B. Noncumulative additional sick leave benefits may be allowed to employees upon application to and approval by the Board in each individual case.
- C. Sick days taken in excess of the accumulated total and noncumulative benefits will result in a reduction in pay. This reduction will be taken at the rate of 1/240 of annual salary for twelve (12) month employees and 1/200 of annual salary for ten (10) month employees.
- D. All employees covered by this contract shall be entitled to receive payment for their accumulated sick leave provided they meet the criteria set forth below.
  1. A minimum of eight (8) years of continuing employment for the New Milford Board of Education.
  2. All employees who were hired prior to July 1, 1994 may collect the value of their accumulated sick days (in accordance with Paragraph F) if they retire or leave the district. All employees who were hired on or after July 1, 1994 may collect the value of their accumulated sick days (in accordance with Paragraph F) only upon retiring from the system.

ARTICLE VIII - SICK LEAVE (continued)

3. In the event of the death of an employee who has otherwise fulfilled the requirements of this Article, the benefit noted in Section D shall be paid to the designated beneficiary or estate.
- E. The amount of sick leave benefit shall be determined by the sick leave time balance, at the effective date of retirement, accumulated since the beginning date of employment.
- F. The sick leave benefit shall be computed by multiplying the days of accumulated sick leave by sixty (\$60) dollars per day. Payment for accumulated sick leave shall not exceed fifteen thousand dollars (\$15,000).

## ARTICLE IX - TEMPORARY LEAVE OF ABSENCE

A. As of the beginning of each school year, employees shall be entitled to the following temporary leave of absence as follows:

1. Death in the Immediate Family

a. Leave of absence without loss of pay following death in the family\* shall be granted for six (6) consecutive calendar days, one of which is the day of death or the day of burial inclusive; or five (5) consecutive calendar days, one (1) of which is the day of death or the day of burial inclusive, and one (1) day which may be used at a later date for legal matters related to the death of the individual. The superintendent may increase the time allowed on a case by case basis in his/her sole discretion. The Superintendent's discretion shall be final and binding and shall not be subject to the approval and/or grievance procedures set forth in Article III of this Agreement.

*\*wife · husband · son · daughter · mother · father · sister · brother · mother-in-law · father-in-law · daughter-in-law · son-in-law · domestic partner, as defined by N.J.S.A. 26:8A-1*

b. Leave of absence without loss of pay following death of other family members\* shall be granted for four (4) consecutive calendar days, one of which is the day of death or the day of burial inclusive; or three (3) consecutive calendar days, one (1) of which is the day of death or the day of burial inclusive, and one (1) day which may be used at a later date for legal matters related to the death of the individual.

*\*sister-in-law · brother-in-law · grandparents · close friend*

## ARTICLE IX - TEMPORARY LEAVE OF ABSENCE (continued)

### 2. Death of Other Relative

In case of the death of any relative not listed in Part 1 above, the employee shall be granted a one (1) working day leave of absence, without loss of pay, to attend the funeral.

### 3. Legal Process

Time necessary for appearance in any legal proceeding connected with a staff member's employment or in any other legal proceeding that the staff member is required by law to attend, shall be granted without loss of pay. This section shall not apply in connection with any litigation initiated by the employee against the district and/or any of its employees or agents, or litigation involving a job action, work stoppage or strike against the Board.

### 4. Personal Leave

- a. Noncumulative personal leave up to three (3) days total per school year, shall be granted without loss of pay.
- b. All applications for personal leave shall, except in cases of emergency, must be made at least five (5) school days prior to the requested leave. In an emergency, the leave form will be completed upon the return to work.
- c. Personal leave application forms shall be available in the central office of each building. Such forms shall be forwarded to the Business Administrator by the Supervisor of Buildings and Grounds after he has made a recommendation.

ARTICLE IX - TEMPORARY LEAVE OF ABSENCE (continued)

- d. All association members will receive sixty (\$60) dollars for each unused personal day.
- B. Leaves of absence not covered by any of the preceding paragraphs, but which are sanctioned by the Business Administrator, shall be granted with the stipulation that the employee shall forfeit 1/200 (ten month employees) or 1/240 (twelve month employees) of their base pay.
- C. Leave under Article IX shall not be cumulative.
- D. Jury Duty
  - 1. A regular employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Board his daily rate of pay. The employee agrees to turn over the jury duty check to the Board.
    - a. The employee must notify his/her supervisor and Superintendent of Schools immediately upon receipt of a summons for jury duty.
    - b. The employee must not have voluntarily sought jury service.
    - c. If in the opinion of the Superintendent, a reasonable replacement cannot be obtained as outlined in N.J.S.A. 2B:20-10 (c)(6), the employee must request, in writing, to be excused from jury duty while school is in session. To this end, a letter of request from the Superintendent of Schools shall accompany this letter from the staff member.
    - d. The employee must submit adequate proof of the time served on jury duty.

ARTICLE IX - TEMPORARY LEAVE OF ABSENCE (continued)

2. If any employee on jury duty is released by the Court prior to twelve o'clock noon, that employee shall be required to return to work by one o'clock p.m. that day in order to receive pay for that day.

## ARTICLE X - EXTENDED LEAVE OF ABSENCE

### A. Maternity Leave of Absence

1. All pregnant employees may apply for a leave of absence without pay. Upon request, such leave shall be granted at any time before the anticipated date of birth to continue for the balance of the school year in which the said leave begins.
2. Employees who have been granted maternity leave may annually apply for additional maternity leave. The total maternity leave granted cannot exceed twenty-four (24) consecutive months, unless otherwise approved by the Board.
3. Maternity leave shall be granted subject to the following conditions:
  - a. An employee shall notify the Business Administrator of her pregnancy at least one hundred twenty (120) days in advance of the requested leave.
  - b. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
  - c. A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before an employee is permitted to return from maternity leave.
4. Except as provided above, no employee shall be barred from returning to duty after the birth of her child solely on the grounds that there has not been a time lapse between the birth and her desired date of return.

ARTICLE X - EXTENDED LEAVE OF ABSENCE (continued)

5. Employees desiring to return from leave of absence shall notify the Business Administrator in writing thirty (30) days prior to the intended date of return. Failure to so notify the Business Administrator will be deemed to be a waiver by the employee of her right to return from maternity leave for that year or semester.
6. No employee shall be removed from her duties during pregnancy, except upon one of the following:
  - a. The Board has found that her work performance has noticeably declined.
  - b. The pregnant employee is found to be medically unable to continue working by her own physician and the Board's physician, or where these physicians disagree, by a physician jointly selected by the Board and the employee, whose opinion on medical capacity shall be final and binding.
  - c. Any other just cause.
7. The time spent on maternity leave shall not count for placement on the salary guide.
8. All provisions of Paragraph A shall also apply to maternity leave of absence for adoption except that leave shall become effective on the date of receipt of the adopted child, unless absence from work is required for the placement to proceed.
9. If any employee desires, she may use her accumulated sick leave for the period of her disability related to her pregnancy and childbirth and receive full pay and benefits for said period or until she has exhausted

ARTICLE X - EXTENDED LEAVE OF ABSENCE (continued)

her sick leave. The period of disability for purpose of this Section shall be defined as the period commencing thirty (30) calendar days before anticipated delivery date and ending thirty (30) calendar days after the actual delivery or such other period of disability as shall be certified to the Board by the employee's physician.

- B. In accordance with the State and Federal Leave Acts, any eligible employee shall be granted an unpaid leave of absence of up to twelve (12) weeks for the purpose of caring for a sick husband, wife, child, or parent of the employee.
- C. All accumulated benefits to which an employee was entitled at the time her leave commenced, including unused accumulated sick leave, shall be restored upon return.
- D. Employee benefits will be maintained during the twelve (12) week period of leave in accordance with the State and Federal Leave Acts.

## ARTICLE XI - VACATION POLICY

- A. All full time twelve (12) month employees with five (5) or less years of service as of July 1 each year shall be entitled to ten (10) working days vacation each year. Vacation shall be earned at the rate of one (1) day per month by all twelve (12) month employees with five (5) or less years of service. A maximum of ten (10) working days vacation may be earned in any single fiscal year. No employee shall be entitled to any vacation time until he or she has completed six (6) months of employment with the New Milford School System.
- B. All full time twelve (12) month employees who have completed five (5) years service as of July 1 each year, shall be entitled to sixteen (16) working days vacation per year. Vacation shall be earned at the rate of one and one half (1½) days per month. No more than Sixteen (16) days may be earned in any single fiscal year.
- C. All full time twelve (12) month employees who have completed ten (10) years service as of July 1 each year, shall be entitled to Nineteen (19) working days vacation per year. Vacation shall be earned at the rate of two (2) days per month. No more than Nineteen (19) vacation days may be earned in any single fiscal year.
- D. All full time twelve (12) month employees who have completed Fifteen (15) years service as of July 1 each year, shall be entitled to Twenty (20) working days vacation per year. Vacation shall be earned at the rate of two (2) days per month. No more than Twenty (20) vacation days may be earned in any single fiscal year.

ARTICLE XI - VACATION POLICY (continued)

- E. As of July 1, 2005, all current employees who have completed eight (8) years of service and receive seventeen (17) days of vacation in accordance with the prior contract, will be grandfathered at the number of days and will then continue in accordance with the current vacation policy.
- F. Ten (10) month employees do not receive vacation time.
- G. All requests for vacation time will be submitted in writing to the Supervisor of Buildings and Grounds for approval. After approval by the Supervisor of Buildings and Grounds, in consultation with the Business Administrator, a copy will be returned to the employee.
- H. Seniority will be the determining factor in scheduling vacation periods when conflicts occur.
- I. All vacation periods, as stated above, are subject to change or alteration dictated by the needs of the system. The final determination of the total vacation schedule rests with the Business Administrator. The Board shall develop vacation guidelines for when vacation days may be taken and the duration of vacation periods which may be subject to change where required by business demands.
- J. Vacation is to be taken in the fiscal year following the fiscal year it is earned as the needs of the system permits. Unused vacation days will be reimbursed by the Board annually at the salary received during the fiscal year the days were unused. No more than five (5) unused vacation days will be reimbursed by the Board.
- K. Vacation days should not accumulate from year to year. The Business Administrator may permit an accumulation of no more than five (5) days in a

ARTICLE XI - VACATION POLICY (continued)

year. A request to accumulate days beyond five (5) is subject to Board approval.

## ARTICLE XII - MISCELLANEOUS PROVISIONS

- A. Copies of this agreement shall be duplicated at the expense of the Board and presented to all Association Members now employed, or hereafter employed.
- B. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of the agreement, either party shall do so in writing at the following addresses:
  1. If by Association, to the Board in care of the Secretary of the Board.
  2. If by Board, to a Representative of the Association at the building to which he is regularly assigned for his employment.
- C. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- D. Representatives of the Association may be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Prior requests shall be submitted to the building principal for his approval.
- E. The Association shall have, in each school building, the use of a bulletin board. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all such notices to be posted shall be given to the building principal or Business Administrator for approval prior to its being posted.
- F. The Association shall have the right to use the inter-school mail facilities and school mail boxes and email system as it deems necessary. However, the Board will not be responsible for any delay or problems in delivery. Use of said email system shall comply with all Board policies and regulations.

ARTICLE XII - MISCELLANEOUS PROVISIONS (continued)

- G. All job openings shall be advertised to the staff two (2) weeks prior to filling the position.
- H. A uniform allowance will be provided up to three hundred (\$300) dollars per year per employee. The uniform allowance may be carried over for one (1) year only.
- I. All uniforms must be approved by the Business Administrator and/or Supervisor Buildings and Grounds in consultation with the Association.
- J. Uniforms must be worn at all times.
- K. The cost of a Boiler License will be paid for by the Board.
- L. A funding not to exceed Three Thousand Two Hundred Dollars (\$3200) per school year will be established in whole or in part for providing individual staff members with the opportunity to participate in approved educational/training programs. Previous approval of courses by Business Administrator is required.
  - 1. Five Hundred Dollars (\$500) will be added to the annual base salary upon completion of each college year credits. (i.e. freshman, sophomore, etc.)
  - 2. Five Hundred Dollars (\$500) will be added to the annual base salary upon completion of a technical training in a related field.

### ARTICLE XIII - FULLY BARGAINED PROVISIONS

This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations for the current agreement.

During the term of this agreement, or any extensions thereof, neither party shall be required to negotiate with respect to any other matter, whether or not covered by this agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time when they negotiated or executed this agreement, except as required by Chapter 303 Public Laws, 1968 and Chapter 175 Public Laws, 1974.

#### ARTICLE XIV - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law, or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

## ARTICLE XV - DURATION OF AGREEMENT

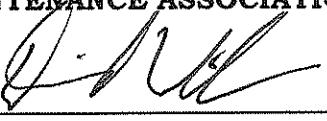
### A. Duration Period

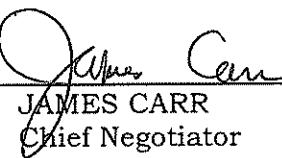
1. Except as noted, this Agreement shall be effective as of July 1, 2008, and shall continue in effect through June 30, ~~2011~~ <sup>2011</sup> ~~June~~ subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective president or representative and attested to by their respective secretary or representative.

C. Attested to this June 3, 2008.

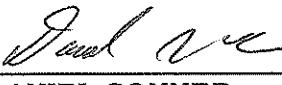
### **NEW MILFORD CUSTODIAL/ MAINTENANCE ASSOCIATION**

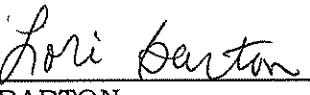
By:   
DAVID WILSON  
President

By:   
JAMES CARR  
Chief Negotiator

By:   
KEVIN HERAN  
Representative

### **NEW MILFORD BOARD OF EDUCATION**

By:   
DANIEL CONNER  
Board President

By:   
LORI BARTON  
Negotiations Chairperson

By:   
JOAN C. DUNN  
Interim Board Secretary/  
Business Administrator

## SCHEDULE A.1

**NEW MILFORD BOARD OF EDUCATION  
CUSTODIAL-MAINTENANCE SALARY GUIDE  
2008-2009**

Step	10 month* Cleaning Custodian	X Drivers	12 month Cleaning Custodian	Grounds/Drivers Night Foreman Head Custodian	Maintenance
1	-----	29,000	32,000	33,000	36,000
2	-----	30,000*	33,000*	34,000*	37,000*

\*Custodial-Maintenance employees' salaries which exceed these amounts shall receive an increase to their annual salaries of \$1,600.

X 10 Months: 8 Hours per day

Additional six thousand (\$6,000) dollars per year added to base salary for maintenance employees who possess an electrical or plumbing license, hired after 7/1/2002 for as long as license is maintained. Responsibility of employee to maintain license.

Stipends:

High School Head Custodian .....	3,750
Middle School Head Custodian .....	3,500
Elementary School Head Custodian.....	3,000
High School/Middle School Night Foreman .....	2,300
Elementary Night Foreman .....	1,000
Night Differential .....	1,400
Buildings and Grounds Foreman.....	10,000
Refrigerator HVAC .....	6,000

## SCHEDULE A.2

**NEW MILFORD BOARD OF EDUCATION  
CUSTODIAL-MAINTENANCE SALARY GUIDE  
2009-2010**

Step	10 month* Cleaning Custodian	X Drivers	12 month Cleaning Custodian	Grounds/Drivers Night Foreman Head Custodian	Maintenance
1	-----	31,000	34,000	35,000	38,000
2	-----	32,000*	35,000*	36,000*	39,000*

\*Custodial-Maintenance employees' salaries which exceed these amounts shall receive an increase to their annual salaries of \$1,700.

X 10 Months: 8 Hours per day

Additional six thousand (\$6,000) dollars per year added to base salary for maintenance employees who possess an electrical or plumbing license, hired after 7/1/2002 for as long as license is maintained. Responsibility of employee to maintain license.

Stipends:

High School Head Custodian .....	3,750
Middle School Head Custodian .....	3,500
Elementary School Head Custodian.....	3,000
High School/Middle School Night Foreman .....	2,300
Elementary Night Foreman .....	1,000
Night Differential .....	1,400
Buildings and Grounds Foreman.....	10,000
Refrigerator HVAC .....	6,000

## SCHEDULE A.3

**NEW MILFORD BOARD OF EDUCATION  
CUSTODIAL-MAINTENANCE SALARY GUIDE  
2010-2011**

Step	10 month* Cleaning Custodian	X Drivers	12 month Cleaning Custodian	Grounds/Drivers Night Foreman Head Custodian	Maintenance
1	-----	33,000	36,000	37,000	40,000
2	-----	34,000*	37,000*	38,000*	41,000*

\*Custodial-Maintenance employees' salaries which exceed these amounts shall receive an increase to their annual salaries of \$1,800.

X 10 Months: 8 Hours per day

Additional six thousand (\$6,000) dollars per year added to base salary for maintenance employees who possess an electrical or plumbing license, hired after 7/1/2002 for as long as license is maintained. Responsibility of employee to maintain license.

Stipends:

High School Head Custodian .....	3,750
Middle School Head Custodian .....	3,500
Elementary School Head Custodian.....	3,000
High School/Middle School Night Foreman .....	2,300
Elementary Night Foreman.....	1,000
Night Differential .....	1,400
Buildings and Grounds Foreman.....	10,000
Refrigerator HVAC .....	6,000